

FARRIE R. EASTER-GREENE
and
ANTHONY J. GREENE, SR.
2453 BARNESLY PLACE
BALTIMORE, MD 21244

Plaintiffs

v.

VERIZON MARYLAND LLC
1209 Orange Street
Wilmington, DE 19801

SERVE UPON RESIDENT AGENT:
The Corporation Trust Incorporated
351 West Camden Street
Baltimore, MD 21201

and

HARBOR GROUP INTERNATIONAL, LLC
999 Waterside Drive
Suite 2300
Norfolk, VA 23510

SERVE UPON RESIDENT AGENT:
The Corporation Trust Incorporated
351 West Camden Street
Baltimore, MD 21201

and

HARBOR GROUP MANAGEMENT CO.
555 East Main Street
17th Floor
Norfolk, VA 23510

SERVE UPON RESIDENT AGENT:
The Corporation Trust Incorporated
351 West Camden Street
Baltimore, MD 21201

Defendants

* IN THE

* CIRCUIT COURT

* FOR

* BALTIMORE CITY

* CIVIL NO.: _____

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COMPLAINT AND REQUEST FOR JURY TRIAL

Plaintiffs, by their undersigned attorneys, sue the Defendants. The allegations of Counts One through Five pertain to Plaintiff, Farrie R. Easter-Greene

FACTUAL STATEMENT

1. Plaintiffs had leased the premises located at and known as 2453 Barnesly Place, Baltimore County, Maryland from Defendant Harbor Group International, LLC, the owner of said premises, for a period of time prior to and including September 24, 2011. Defendant, Harbor Group Management Co., the agent, representative and subsidiary of Defendant, Harbor Group International, acting within the scope of its authority and employment, at all relevant times herein, was responsible for and managed the condition of the development in which the Premises were located, as well as the area immediately surrounding and adjacent to the premises leased by Plaintiffs. Said premises and the adjacent area described below are hereinafter referred to as the "Property".

2. Defendant, Verizon Maryland LLC, is a public communications utility company operating and doing business in Maryland, including Baltimore City. At all relevant times herein said Defendant owned and maintained a receptacle which it had installed, or caused to be installed, into the ground on the Property, containing fixtures and equipment used by it in the course of its business, which was located beneath the surface of the lawn area in front of the premises leased by Plaintiffs.

3. That on or about September 24, 2011, while walking from her automobile parked in the spaced provided, Plaintiff, Farrie R. Easter-Greene, crossed the grass area in front of her leased premises, which was a part of the Property, and stepped on the cover of the equipment box.

owned and maintained by Defendant, Verizon Maryland, located on the Property owned by Harbor Group International to be maintained, kept and upheld in good condition by Harbor Group Management. That on said date the cover on said equipment receptacle was loose and unsecured.

COUNT ONE

**Negligence Against Harbor Group International, LLC and
Harbor Group Management Co. On Behalf of Farrie R. Easter-Greene**

4. Plaintiff adopts and incorporates herein by reference the statements set forth in Paragraphs 1 through 3 hereinabove.

5. That on or about September 24, 2011, while Plaintiff was walking across the grass area in front of the leased premises in a careful and prudent manner, she stepped on the corner of said underground equipment receptacle which was loose and unsecured, causing her to trip and fall.

6. That said Defendants had the obligation and duty to keep and maintain the Property in a safe condition and in a good and proper state of repair. Further, Defendants had the duty to use reasonable and ordinary care to inspect, repair and maintain the Property safely for occupants and tenants of the Property, such as Plaintiff.

7. That the injury to Plaintiff was due to the negligence, carelessness and recklessness of said Defendants, and each of them in that they breached their duty to keep and maintain the Property in a proper and safe condition for use by the occupants, and tenants of the Property, including Plaintiff, who used the Property in the course of her tenancy; that contrary to and in violation of said duty Defendants negligently and carelessly suffered and permitted said Property used by Plaintiff to be and remain in a defective, unsafe and dangerous condition of said Property and failed to repair or secure the repair or replacement of such defective and dangerous condition;

that they failed to inspect said Property; that they knew, or by the exercise of reasonable care should have known of the defective and dangerous condition; that they failed to warn the tenants and occupants of said premises, including Plaintiff, of the defective and dangerous condition thereon, as described hereinabove; failed to properly and safely repair and remedy said condition and failed to render such condition safe and proper for use; and negligently and carelessly failed to comply with the terms and conditions of the lease with Plaintiff, in the manner described hereinabove, which were for the benefit, safety and protection of the occupants and tenants of said leased premises, including without limitation the Plaintiff.

8. That as a result of the carelessness, recklessness and negligence of said Defendants, and each of them, as described hereinabove, the Plaintiff was injured as aforesaid and sustained serious, permanent and painful injuries in and about her right foot and ankle, including a fracture; and further, was caused to suffer and sustain, and will continue to suffer and sustain severe and permanent bodily injury, shock to her nerves and nervous system, great physical pain, mental anguish and emotional distress.

9. That as a further result Plaintiff was required and will in the future be required to receive medical and hospital care and treatment and was in the past and will in the future be put to great cost and expense therefor; and Plaintiff was rendered sick, sore and disabled and unable to perform and engage in her customary and normal employment and activities, and will in the future endure continuing pain and suffering, permanent disability and be permanently prevented from engaging in her employment and from her usual work and activities as she could prior to her injury; all to her great injury, loss and damage.

10. That the injuries, losses and damages sustained by Plaintiff, including loss of income,

were caused by the negligence, recklessness and carelessness of the Defendants, and each of them, without any contributory negligence on the part of the Plaintiff.

WHEREFORE, this suit is brought and Plaintiff demands damages in excess of Seventy-Five Thousand Dollars (\$75,000.00).

COUNT TWO
Tort Arising From Breach of Contract
Harbor Group International, LLC and
Harbor Group Management Co.

11. The statements in Paragraphs 1 through 10 are incorporated herein by reference, to the same extent as if set forth and repeated herein.

12. That the Defendants did negligently and carelessly breach the express and implied terms of the lease agreement with Plaintiff, as set forth hereinabove. Further, Defendants negligently failed to repair and remedy said defective and dangerous condition of the Property.

13. As a result of the acts and omissions of Defendants, as stated hereinabove, Plaintiff was grievously injured, and sustained substantial injury, loss and damage.

WHEREFORE, this suit is brought and Plaintiff demands damages in excess of Seventy-Five Thousand Dollars (\$75,000.00).

COUNT THREE
Breach of Contract
Harbor Group International, LLC and Harbor Group Management Co.

14. The statements in Paragraphs 1 through 3 are incorporated herein by reference, to the same extent as if set forth and repeated herein.

15. Defendants were obligated by the terms and conditions of the lease agreement with Plaintiff, both express and implied, to provide and maintain Plaintiff's apartment, and the

Property in which it was located, in a proper and safe condition, free from defects and in good repair. Defendants did breach the terms and conditions of said lease agreement, by failing to keep and maintain the Property in which her apartment was located in a safe and proper condition, and failed to repair and remedy the defective and dangerous conditions thereon.

16. That as a result of Defendants' breach of their contractual duties and obligations aforesaid, Plaintiff sustained serious, permanent and painful injuries in and about her right foot and ankle, including a fracture; and further, was caused to suffer and sustain, and will continue to suffer and sustain severe and permanent bodily injury, shock to her nerves and nervous system, great physical pain, mental anguish and emotional distress.

17. That as a further result Plaintiff was required and will in the future be required to receive medical and hospital care and treatment and was in the past and will in the future be put to great cost and expense therefor; and Plaintiff was rendered sick, sore and disabled and unable to perform and engage in her customary and normal employment and activities, and will in the future endure continuing pain and suffering, permanent disability and be permanently prevented from engaging in her employment and from her usual work and activities as she could prior to her injury; all to her great injury, loss and damage.

WHEREFORE, this suit is brought and Plaintiff demands damages in excess of Seventy-Five Thousand Dollars (\$75,000.00).

COUNT FOUR

Nuisance

**Verizon Maryland LLC, Harbor Group International, LLC
and Harbor Group Management Co.**

18. The statements in Paragraphs 1 through 10 are incorporated herein by reference, to

the same extent as if set forth and repeated herein.

19. Defendants' acts and omissions, as aforesaid, were unreasonable, and caused substantial, considerable and unreasonable interference with Plaintiff's use and enjoyment of the apartment leased by her and the Property in which it is located and further caused Plaintiff to suffer and sustain severe and substantial personal injury, loss, expense and damages, all as set forth hereinabove.

WHEREFORE, the suit is brought and Plaintiff demands damages in excess of Seventy-Five Thousand Dollars (\$75,000.00).

COUNT FIVE
Negligence
Verizon Maryland LLC

20. The statements in Paragraphs 1 through 3 are incorporated by reference to the same extent as if set forth and repeated herein.

21. This Defendant owned and had installed, maintained and repaired said equipment receptacle located beneath the surface of the ground on the Property, prior to and up to and including September 24, 2011. On or about said date, while Plaintiff was walking across the grass area in front of the leased premises in a careful and prudent manner, she stepped on the cover of said underground equipment receptacle which was loose and unsecured, causing her to trip and fall.

22. That said equipment receptacle was designed and/or installed improperly, or alternatively was maintained or repaired in an improper and unsafe manner, causing the cover thereon to be loose and unsteady, presenting a danger to anyone walking thereon.

23. Said Defendant had the obligation and duty to keep and maintain the equipment receptacle in a safe condition and in a good and proper state of repair. Defendant had the duty to use

reasonable and ordinary care to inspect, repair and maintain said equipment receptacle safely for occupants and tenants of the Property, such as Plaintiff, and failed to warn Plaintiff of such defective and unsafe condition of its property and equipment.

24. That the injury to Plaintiff was due to the negligence, carelessness and recklessness of Defendant, in that it breached its duty to keep and maintain the equipment receptacle in a proper and safe condition for use by occupants and tenants of the Property, including Plaintiff, who used the Property in the course of her tenancy; that contrary and in violation of said duty Defendant negligently and carelessly suffered and permitted said equipment receptacle to be and remain in a defective, unsafe and dangerous condition; that it failed to inspect the equipment receptacle; that it knew, or by the exercise of reasonable care should have known of the defective and dangerous condition aforesaid; failed to repair or require the repair or replacement of such defective, unsafe and dangerous condition; that it failed to warn users of the Property, including tenants and occupants of the premises such as Plaintiff, of the defective and dangerous condition as described hereinabove; and failed to properly and safely repair and maintain its property and equipment.

25. That as a result of the carelessness, recklessness and negligence of said Defendant, as described hereinabove, the Plaintiff was injured as aforesaid and sustained serious, permanent and painful injuries in and about her right foot and ankle, including a fracture; and further, was caused to suffer and sustain, and will continue to suffer and sustain severe and permanent bodily injury, shock to her nerves and nervous system, great physical pain, mental anguish and emotional distress.

26. That as a further result Plaintiff was required and will in the future be required to receive medical and hospital care and treatment and was in the past and will in the future be put to great cost and expense therefor; and Plaintiff was rendered sick, sore and disabled and unable to

perform and engage in her customary and normal employment and activities, and will in the future endure continuing pain and suffering, permanent disability and be permanently prevented from engaging in her employment and from her usual work and activities as she could prior to her injury; all to her great injury, loss and damage.

27. That the injuries, losses and damages sustained by Plaintiff, including loss of income, were caused by the negligence, recklessness and carelessness of the Defendant, without any contributory negligence on the part of the Plaintiff.

WHEREFORE, this suit is brought and Plaintiff demands damages in excess of Seventy-Five Thousand Dollars (\$75,000.00).

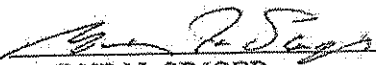
COUNT SIX
Joint Claim of Plaintiffs
as to All Defendants

Plaintiffs, Anthony J. Greene, Sr. And Farrie R. Easter-Greene, his wife, sue all the Defendants and adopt, incorporate and reallege the allegations contained in Counts One through Five hereinabove, as fully and to the same extent as if set forth and repeated herein. The Plaintiffs have been married prior to and since the time of the occurrence. And as a result of the injuries sustained, the Plaintiffs, Anthony J. Greene, Jr. and Farrier R. Easter-Greene, were each deprived of the other's companionship, society, services and consortium for a long period of time and will be so deprived in the future, all to the great loss and damage of each of them.

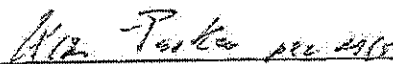
That the accident and resulting injuries, losses, damages and expenses were caused by the negligence, recklessness and carelessness of the Defendants, and each of them, without any contributory negligence on the part of the Plaintiffs, or either of them.

20. The statements in Paragraphs 1 through 3 are incorporated by reference to the same extent as if set forth and repeated herein.

WHEREFORE, this suit is brought and Plaintiffs demand damages in excess of Seventy-Five Thousand Dollars (\$75,000.00).



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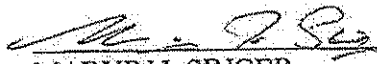


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REQUEST FOR JURY TRIAL

Plaintiffs request a jury trial in this case.



MARVIN I. SINGER